

As of May 31, 2017

GOODMAN NETWORKS INCORPORATED SUMMARY OF STOCK TRANSFER PROCEDURES

This description summarizes the procedures that need to be followed for shareholders of Goodman Networks Incorporated (the “Company”) to transfer shares of preferred stock and common stock in accordance with the Sixth Amended and Restated Stockholder’s Agreement, dated as of May 31, 2017, of the Company (the “Agreement”). This description does not purport to be complete; the reader should consult the Agreement for the complete applicable terms of the Agreement. Certain capitalized terms used but not defined herein have the meanings set forth in the Agreement. Section references used herein refer to the Agreement.

1. **General.** Neither the Common Shares nor the Preferred Shares are DTC eligible, and they all must therefore be held in book entry by the Transfer Agent (unless certificated upon request). Transfers of Shares are generally permitted, subject to the restrictions below.

2. **Ineligible Dispositions.** A Disposition of Shares may not be made:

- a. to a Competitor of the Company or an Affiliate of a Competitor of the Company,
- b. if it would result in a requirement for the Company to register any of its Shares with the Securities and Exchange Commission,
- c. if it is not in compliance with United States federal or state securities laws,
- d. if the transferee does not agree to be bound by the Agreement,
- e. if the transferee is an individual and has a spouse, any Disposition in which the transferee’s spouse does not agree to be bound by the Agreement, and
- f. any Disposition of Shares after the Involuntary Disposition (Section 4) or Right of First Refusal upon Termination of a Shareholder’s Employment or Consulting Agreement (Section 7) provisions are triggered with respect to such Shares and before the Section 4 or Section 7 process, as applicable, is completed or the applicable time periods to take action to purchase Shares has elapsed under Section 4 or Section 7, as applicable.

3. **Transfer Documentation for All Transfers.** Each transferee that is not already a party to the Agreement must sign a joinder to the Agreement, in form and substance reasonably satisfactory to the Company (a form is available from the Transfer Agent), and if the transferee is an individual and has a spouse, the transferee’s spouse will need to sign the spousal consent attached to the joinder to the Agreement. Transferees that are already party to the Agreement must instead sign a representation letter to confirm compliance with the transfer restrictions of the Agreement (a form is available from the Transfer Agent). Each transferee must also deliver a Form W-9 (or Form W-8 BEN) to the Transfer Agent. Each transferor will also need to deliver a stock power (a form is available from the Transfer Agent), and the transferor’s signature thereon will need to be Medallion guaranteed. **Note: additional documentation may be required for transfers of restricted securities and securities held by affiliates for purposes of ensuring compliance with securities laws.**

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4. **MBE Group Transfer Restrictions.** The MBE Group also may not make a Disposition of Shares if such Disposition would result in the Company no longer qualifying as a minority-controlled business or a minority business with the National Minority Supplier Development Council. The MBE Group must provide the Company's Board of Directors with written notice of any pledges of Shares the MBE Group makes, and no foreclosure on any shares owned by the MBE Group will be permitted if such foreclosure would result in the Company no longer qualifying as a minority-controlled business or a minority business with the National Minority Supplier Development Council.

5. **Redemption of Preferred Shares.** Subject to certain limitations, the Company has the right at its option to redeem the Preferred Shares at their liquidation value. The Preferred Shares are also subject to mandatory redemptions at their liquidation value on a quarterly basis, to the extent there is Excess Net Cash or Excess Cash Flow (each as defined in the Company's certificate of formation).

6. **"Tag-Along" Rights.** If a Transferring Shareholder proposes to make a Disposition (subject to certain exceptions) for value of more than 25% of the total number of Shares of its class, and if the Transferring Shareholder has not yet exercised its "drag-along" rights pursuant to Section 6 of the Agreement, then all other Shareholders will have the "tag-along" rights described in Section 5 of the Agreement.

7. **"Drag-Along" Rights.** If a Transferring Shareholder proposes to make a Disposition of more than 50% of the outstanding shares of Common Stock that provides for the payment to any Preferred Shareholders of the stated value of and accrued and unpaid dividends on their Preferred Shares, the Transferring Shareholder shall have the option to require the other holders of Common Stock to make a Disposition to the transferee as described in Section 6 of the Agreement.

8. **Involuntary Dispositions.** Subject to an exception for shares re-acquired following divorce, upon the occurrence of an Involuntary Disposition, the Company or certain holders of Common Stock may have the right to acquire the Shares subject to the Involuntary Disposition under Section 4. Upon an Involuntary Disposition by a Goodman Shareholder, the MBE Group shall have the right to acquire such Shares, and if the MBE Group does not exercise that right, then the Company has the right to acquire such Shares. Upon an Involuntary Disposition by any other Shareholder, the Company shall have the right to acquire such Shares, and if the Company does not exercise its rights, then the other holders of Common Stock shall have the right to acquire such Shares.

9. **Right of First Refusal upon Termination of a Shareholder's Employment or Consulting Agreement.** Upon the termination of an employment agreement or consulting agreement of a Goodman Shareholder, the MBE Group shall have the right to purchase the vested Shares owned by such Goodman Shareholder under Section 7. Upon the termination of an employment agreement or consulting agreement of any other Shareholder, under Section 7 the Company shall have the right to purchase all of the vested Shares owned by such terminated Shareholder, and if it does not purchase such Shares, then the non-termination Common Shareholders shall have the option to purchase such Shares.

Exhibit A
Certain Definitions

“Affiliate” means, with respect to a specific Person, (i) any Person which directly or indirectly controls, is controlled by, or is under common control with, such specific Person. For purposes of this definition, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Without limiting the foregoing, a Person shall be deemed to control another Person if it (i) has the contractual right to appoint, elect or cause the election of, a majority of the directors, managers or other managing authority, or (ii) beneficially owns, directly or indirectly, at least a majority of the outstanding equity securities or other ownership interests entitled to vote for the election of, or appoint, directors, managers or other managing authority.

“Competitor” means a Person that is currently, or to the knowledge of the Board of Directors has taken reasonable steps to be, in the business of providing any of the following services: (i) onsite installation, upgrade or maintenance of satellite television systems, digital cable television, high speed internet, video surveillance, home security, home and business Internet of Things solutions, commercial audio/video solutions, digital media solutions, or related activities; (ii) outside plant engineering or design, engineering, construction, installation, deployment, or maintenance of wireless, small cell, DAS or wireline networks; and (iii) any material line of business into which the Company or its Subsidiaries enter as determined by the Board of Directors in good faith (at which time this definition shall be amended to reflect such line of business by posting the revised definition to the Company’s Secure Website); provided, however, that Genesis Networks Enterprises, LLC and its Affiliated Entities shall not be deemed to be a Competitor; provided further, however, that private investors, money managers and registered Investment Advisers shall not be deemed to be a Competitor unless they control, are controlled by, or are under common control with, a Competitor. A list of Competitors maintained by the Company is set forth on Exhibit B hereto.

“Goodman Shareholder” means any or all of the following individuals: James E. Goodman, John A. Goodman, Jonathan E. Goodman, Joseph M. Goodman and/or Jason A. Goodman.

“Involuntary Disposition” means a Disposition of Shares owned by a Shareholder occurring as a result of an involuntary encumbrance or transfer, whether by reason of death, divorce, foreclosure, transfer in lieu of foreclosure, operation of law, judicial process or otherwise.

“MBE Group” means Goodman MBE Group LP.

“Transfer Agent” means American Stock Transfer & Trust Company, LLC.

As of May 31, 2017

Exhibit B
List of Competitors

AnSCO & Associates, LLC
Bechtel Corporation
Black & Veatch Holding Company
BlueStream Professional Services
Clear Sky
Digital Satellite, Inc.
DirectSat/Unitek Global Services
DW Direct
Dycom Industries, Inc.
Empath
Empire Telecom
Erickson
Jacobs Engineering Group
Mastec
Nexius Solutions, Inc.
Parsons Corporation
Science Applications International Corporation (SAIC)
Starlight STM
Velocitel, Inc.

Note: This list of Competitors is subject to amendment by the Board of Directors. Amendments to the list of Competitors shall be posted to the Company's Secure Website.